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17 500 South Grand Avenue, Suite 1310
18 Los Angeles, California 90071
19 Tel: 213-254-4800
20 Fax: 213-254-4801

21 Attorneys for Plaintiffs

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

24 MILES HOUZE, individually and on behalf
25 of all others similarly situated, SUSAN
26 HOUZE, individually and on behalf of all
27 others similarly situated, KEVIN NGAI,
28 individually and on behalf of all others
similarly situated, MARCIA PRICE,
individually and on behalf of all others
similarly situated, HENRY OKONKWO,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

BRASSCRAFT MANUFACTURING
COMPANY, a Michigan corporation, EZ-
FLO INTERNATIONAL, INC., a California
corporation, and DOES 1 through 1,000,
inclusive,

Defendants.

Case No.: BC493276

Assigned for all Purposes to:
Judge: Hon. Ann I. Jones
Dept.: 308

CLASS ACTION

**NOTICE OF ORDER APPROVING
SECOND ADDENDUM TO
SETTLEMENT AGREEMENT**

Action Filed: October 4, 2012
Trial Date: None Set

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 25 2016

Sherri R. Carter, Executive Officer/Clerk
By: Benigno Del Barrio, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

MILES HOUZE, individually and on behalf
of all others similarly situated, SUSAN
HOUZE, individually and on behalf of all
others similarly situated, KEVIN NGAI,
individually and on behalf of all others
similarly situated, MARCIA PRICE,
individually and on behalf of all others
similarly situated, HENRY OKONKWO,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

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COMPANY, a Michigan corporation, EZ-
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corporation, and DOES 1 through 1,000,
inclusive,

Defendants.

Case No.: BC493276

Assigned for all Purposes to:
Judge: Hon. Ann I. Jones
Dept.: 308

CLASS ACTION

~~PROPOSED~~ ORDER APPROVING
SECOND ADDENDUM TO
SETTLEMENT AGREEMENT

Action Filed: October 4, 2012
Trial Date: None Set

By Fax

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~~PROPOSED~~ ORDER

Upon consideration of the Stipulation and Request for Court to Approve Second Addendum to Settlement Agreement between Plaintiffs and Defendant BrassCraft Manufacturing Company, and good cause appearing therefore, **THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:**

1. The Second Addendum to Class Action Settlement Agreement and Release as to Defendant BrassCraft Manufacturing Company attached hereto as **Exhibit 1** is approved both as to form and content;
2. The Second Addendum is incorporated into the BrassCraft Settlement Agreement from the date of the Court's Order thereon;
3. The Claims Administrator is ordered to post both the Second Addendum and this Order Approving the Second Addendum to the Settlement website within five days of the date of this Order; and
4. The Claims Administrator is under no obligation to provide additional notice to the Class given that the Second Addendum does not make any material changes to the Settlement Agreement.

IT IS SO ORDERED.

DATED: 5/25, 2016

ANN I. JONES

HON. ANN I. JONES

EXHIBIT 1

MAY 25 2016

Sherri R. Carter, Executive Officer/Clerk

By: Benigno Del Barrio, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

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MILES HOUZE, individually and on behalf of all others similarly situated,
SUSAN HOUZE, individually and on behalf of all others similarly situated,
KEVIN NGAI, individually and on behalf of all others similarly situated,
MARCIA PRICE, individually and on behalf of all others similarly situated,
HENRY OKONKWO, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

BRASSCRAFT MANUFACTURING COMPANY, a Michigan corporation, EZ-FLO INTERNATIONAL, INC., a California corporation, and DOES 1 through 1,000, inclusive,

Defendants.

Case No.: BC493276

Assigned for all Purposes to:
Judge: Hon. Jane Johnson
Dept.: 308

CLASS ACTION

SECOND ADDENDUM TO CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE AS TO DEFENDANT BRASSCRAFT MANUFACTURING COMPANY

Action Filed: October 4, 2012
Trial Date: None Set

1 **SECOND ADDENDUM TO CLASS ACTION SETTLEMENT AGREEMENT**
2 **AND RELEASE AS TO DEFENDANT BRASSCRAFT MANUFACTURING**
3 **COMPANY**

4 This Second Addendum to the Settlement Agreement¹ executed by the Settling
5 Parties on November 10, 2015 is made and entered into by and between Plaintiffs Miles
6 Houze, Susan Houze, Kevin Ngai, Marcia Price, and Henry Okonkwo (“Plaintiffs”), on
7 behalf of themselves and the Settlement Class, and Class Counsel, on the one hand, and
8 Defendant BrassCraft Manufacturing Company (“BrassCraft”) and Defense Counsel, on
9 the other hand. This Second Addendum is being entered to correct certain typographical
10 errors in the Settlement Agreement, and shall modify only the terms of the Settlement
11 Agreement set forth below and according to the terms and conditions herein. All other
12 terms and conditions from the Settlement Agreement shall not be modified in any way
13 and are to remain in full force and effect, subject to the Court’s final approval.

14
15 **Paragraph 1.26 is hereby modified as follows:**

16 1.26. “Released Claims” means any and all claims, demands, rights, liabilities,
17 and causes of action of every nature and description whatsoever, that have been, might
18 have been, are now, or could be brought in the Litigation or Related Actions, arising from
19 or in any way related to a Covered Product alleged to have an Eligible Condition as
20 defined in Paragraph ~~1.15~~ 1.14 of this Agreement, whether known or unknown, suspected
21 or unsuspected, matured or unmatured, contingent or non-contingent, concealed or
22 hidden from existence, asserted or unasserted, or based upon any theory of law or equity
23 now existing or coming into existence in the future, including, but not limited to, conduct
24 which is negligent, intentional, with or without malice, or a breach of any duty, law or
25 rule, without regard to the subsequent discovery or existence of different or additional
26 facts, claims sounding in tort, contract, warranty, construction defect, and the consumer

27 _____
28 ¹ All capitalized terms have the same meanings as the terms in the Definitions section of
the Settlement Agreement.

1 protection laws of the United States or of any state or other jurisdiction within the United
2 States, as well as under the unfair or deceptive trade practices, trade regulation, consumer
3 fraud, and false advertising laws of the United States or any state or other jurisdiction
4 within the United States, including but not limited to, any claims of alleged diminished
5 value of or the need to replace a Covered Product. The Released Claims expressly do not
6 include claims for personal injury. The Released Claims expressly do not include claims
7 for products other than claims concerning a Covered Product alleged to have an Eligible
8 Condition as defined in Paragraph ~~4.15~~ 1.14 of this Agreement. The Released Claims
9 expressly do not include claims concerning Replacement Parts. The Released Claims
10 also expressly do not include any claims against EZ-Flo International, Inc. or any other
11 product manufacturer besides BrassCraft.

12
13 **Paragraph 5.4.1 a) is hereby modified as follows:**

14 5.4.1 a) A complete, valid, and fully executed Claim Form containing a
15 sworn averment that the Covered Product for which Settlement
16 Benefits are claimed is mechanically inoperable as defined in
17 Section ~~4.15.4~~ 1.14.4 of the Settlement Agreement; and

18
19 Dated: May 23, 2016

KASDAN LIPPSMITH WEBER TURNER LLP

20 By: 

21 KENNETH S. KASDAN
22 GRAHAM B. LIPPSMITH
23 MICHAEL D. TURNER
24 BRYAN M. ZUETEL
Attorneys for Plaintiffs

25 Dated: May 5, 2016

26 By: 

27 MILES HOUZE
28 Individually and on behalf of the Class

1 Dated: May 5, 2016
 2 By: Susan Houze
 3 SUSAN HOUZE
 4 Individually and on behalf of the Class

5 Dated: May __, 2016
 6 By: _____
 7 KEVIN NGAI
 8 Individually and on behalf of the Class

9 Dated: May __, 2016
 10 By: _____
 11 MARCIA PRICE
 12 Individually and on behalf of the Class

13 Dated: May __, 2016
 14 By: _____
 15 HENRY OKONKWO
 16 Individually and on behalf of the Class

17 Dated: May __, 2016
 18 ANSA ASSUNCAO LLP
 19 By: _____
 20 ROBERT A. ASSUNCAO
 21 Attorneys for Defendant BrassCraft Manufacturing
 22 Company

23 Dated: May __, 2016
 24 G&P SCHICK PC
 25 By: _____
 26 MALCOLM D. SCHICK
 27 ANDREW BLACKBURN
 28 Attorneys for Defendants BrassCraft Manufacturing
 Company

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Dated: May ____, 2016

By: _____

SUSAN HOUZE
Individually and on behalf of the Class

Dated: May 5, 2016

By: _____

KEVIN NGAI
Individually and on behalf of the Class

 ORIGINAL

Dated: May ____, 2016

By: _____

MARCIA PRICE
Individually and on behalf of the Class

Dated: May ____, 2016

By: _____

HENRY OKONKWO
Individually and on behalf of the Class

Dated: May ____, 2016

By: _____

ANSA ASSUNCAO LLP

ROBERT A. ASSUNCAO
Attorneys for Defendant BrassCraft Manufacturing
Company

Dated: May ____, 2016

By: _____

G&P SCHICK PC

MALCOLM D. SCHICK
ANDREW BLACKBURN
Attorneys for Defendants BrassCraft Manufacturing
Company

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Dated: May __, 2016

By: _____
SUSAN HOUZE
Individually and on behalf of the Class

Dated: May __, 2016

By: _____
KEVIN NGAI
Individually and on behalf of the Class

Dated: May 7, 2016

By:  _____
MARCIA PRICE
Individually and on behalf of the Class

Dated: May __, 2016

By: _____
HENRY OKONKWO
Individually and on behalf of the Class

Dated: May __, 2016

By: _____
ANSA ASSUNCAO LLP
ROBERT A. ASSUNCAO
Attorneys for Defendant BrassCraft Manufacturing
Company

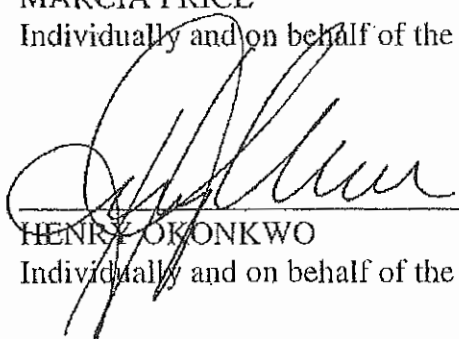
Dated: May __, 2016

By: _____
G&P SCHICK PC
MALCOLM D. SCHICK
ANDREW BLACKBURN
Attorneys for Defendants BrassCraft Manufacturing
Company

1 Dated: May ____, 2016
2 By: _____
3 SUSAN HOUZE
4 Individually and on behalf of the Class

5 Dated: May ____, 2016
6 By: _____
7 KEVIN NGAI
8 Individually and on behalf of the Class

9 Dated: May ____, 2016
10 By: _____
11 MARCIA PRICE
12 Individually and on behalf of the Class

13 Dated: May 16, 2016
14 By: 
15 HENRY OKONKWO
16 Individually and on behalf of the Class

17 Dated: May ____, 2016
18 ANSA ASSUNCAO LLP
19 By: _____
20 ROBERT A. ASSUNCAO
21 Attorneys for Defendant BrassCraft Manufacturing
22 Company

23 Dated: May ____, 2016
24 G&P SCHICK PC
25 By: _____
26 MALCOLM D. SCHICK
27 ANDREW BLACKBURN
28 Attorneys for Defendants BrassCraft Manufacturing
Company

1 Dated: May __, 2016
 2 By: _____
 3 SUSAN HOUZE
 4 Individually and on behalf of the Class

5 Dated: May __, 2016
 6 By: _____
 7 KEVIN NGAI
 8 Individually and on behalf of the Class

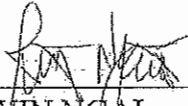

9 Dated: May __, 2016
 10 By: _____
 11 MARCIA PRICE
 12 Individually and on behalf of the Class

13 Dated: May __, 2016
 14 By: _____
 15 HENRY OKONKWO
 16 Individually and on behalf of the Class

17 Dated: May 17, 2016
 18 By: _____
 19 ANSA ASSUNCAO LLP
 20 ROBERT A. ASSUNCAO
 21 Attorneys for Defendant BrassCraft Manufacturing
 22 Company

23 Dated: May __, 2016
 24 By: _____
 25 G&P SCHICK PC
 26 MALCOLM D. SCHICK
 27 ANDREW BLACKBURN
 28 Attorneys for Defendants BrassCraft Manufacturing
 Company

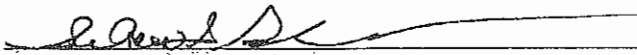
1 Dated: May ____, 2016
 2 By: _____
 3 SUSAN HOUZE
 4 Individually and on behalf of the Class

4 Dated: May 5, 2016
 5 By:  
 6 KEVIN NGAI
 7 Individually and on behalf of the Class

8 Dated: May ____, 2016
 9 By: _____
 10 MARCIA PRICE
 11 Individually and on behalf of the Class

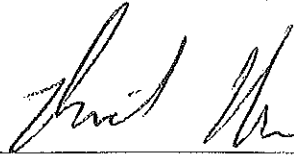
12 Dated: May ____, 2016
 13 By: _____
 14 HENRY OKONKWO
 15 Individually and on behalf of the Class

15 Dated: May ____, 2016
 16 ANSA ASSUNCAO LLP
 17 By: _____
 18 ROBERT A. ASSUNCAO
 19 Attorneys for Defendant BrassCraft Manufacturing
 20 Company

20 Dated: May 17, 2016
 21 G&P SCHICK PC
 22 By: 
 23 MALCOLM D. SCHICK
 24 ANDREW BLACKBURN
 25 Attorneys for Defendants BrassCraft Manufacturing
 26 Company
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Dated: May 23rd, 2016

By: 

Print Name: Rick Mejia

Print Title: President / GM

On behalf of BrassCraft Manufacturing, Inc.

PROOF OF SERVICE

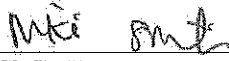
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. I am an employee of or agent for Kasdan LippSmith Weber Turner LLP, whose business address is 500 S. Grand Avenue, Suite 1310, Los Angeles, CA 90071.

On May 23, 2016, I served the foregoing document(s): **[PROPOSED] ORDER APPROVING SECOND ADDENDUM TO SETTLEMENT AGREEMENT** to the following parties in this action addressed as follows:

(BY ELECTRONIC FILING & SERVICE CASE ANYWHERE) I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be maintained with the original document(s) in this office.

Executed on May 23, 2016 in Los Angeles, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



NIKI SMITH

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. I am an employee of or agent for Kasdan LippSmith Weber Turner LLP, whose business address is 500 S. Grand Avenue, Suite 1310, Los Angeles, CA 90071.

On June 6, 2016, I served the foregoing document(s): **NOTICE OF ORDER APPROVING SECOND ADDENDUM TO SETTLEMENT AGREEMENT** to the following parties in this action addressed as follows:

(BY ELECTRONIC FILING & SERVICE CASE ANYWHERE) I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be maintained with the original document(s) in this office.

Executed on June 6, 2016 in Los Angeles, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



NIKI SMITH

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